A person actually existing and intended by the drawer to be the real payee can scarcely be considered fictitious. Therefore by no construction of the Act is the check payable to bearer. Since, then, a forged indorsement passes no title, the defendant, however innocent, is not entitled to the proceeds of the check. *Robarts* v. *Tucker*, 16 Q. B. 560; *Citizen's, etc., Bank* v. *Importer's, etc., Bank*, 119 N. Y. 195.

BILLS OF PEACE — BILL TO AVOID NUMEROUS ACTIONS OF EJECTMENT. — The plaintiff alleged that the eighty-four defendants, squatters on his land, were preparing to defend ejectment suits brought by him, all claiming to hold under M and to tack their adverse possession to his, in order to make it extend for the statutory period of limitation. The plaintiff further alleged that M had not been in adverse possession, that he had won an ejectment suit against one making a similar claim, and prayed that he be decreed entitled to immediate possession, and that the defendants account for rents and damages. The defendants demurred. *Held*, that the demurrer be sustained. Two judges dissented. *Illinois Steel Co.* v. *Schroeder*, 113 N. W. 51 (Wis.). See NOTES, p. 208.

CONFLICT OF LAWS — REMEDIES — REDRESS IN ONE JURISDICTION FOR TORT COMMITTED IN ANOTHER. — A Nevada statute gives a right of action for personal injuries caused by negligence or wrongful act, but provides that such liability shall exist only in so far as it shall be ascertained by a state or federal court in Nevada. The plaintiff sued in a federal court in Utah for an injury received in Nevada. *Held*, that redress can be given only by a court in Nevada. *Coyne* v. *Southern Pacific Co.*, 155 Fed. 683 (Circ. Ct., Dist. Utah). See NOTES, p. 207.

CONSTITUTIONAL LAW — IMPAIRMENT OF OBLIGATION OF CONTRACTS — CONTRACT ARISING FROM DEALINGS BETWEEN STATE AND FOREIGN CORPORATIONS. — By various enactments Alabama induced foreign railroad corporations, including the complainant, to acquire in the state franchises and other large property interests. Later a statute made recourse by foreign corporations to the federal courts *ipso facto* a forfeiture of their right to do business in the state. *Held*, that the defendants are enjoined from interfering with the prosecution of intra-state business by the complainant. *Seaboard Air Line Ry. Co.* v. *Railroad Commission of Alabama*, 155 Fed. 792 (Circ. Ct., M. D. Ala.).

Except under special circumstances, a state may compel a foreign corporation not to resort to the federal courts or else to leave the state. *Security Mutual Life Ins. Co.* v. *Prewitt*, 202 U. S. 246. There seems to be no reason, however, why the state may not bargain this right away, since it cannot strictly be called an exercise of the police power. A binding contract may arise between a state and a foreign corporation, based on their dealings, although no particular document embodies that contract. *Stearns* v. *Minnesota*, 179 U. S. 223. In the case under discussion the facts are strongly in favor of such a construction — that the dealings between the parties have "ripened into a legislative contract." In every case the question is one of fact. See 20 HARV. L. REV. 405.

CONSTITUTIONAL LAW — SEPARATION OF POWERS — DELEGATION OF LEGISLATIVE POWER TO COMMISSIONS. — A statute provided that the state railroad commission should have power in its discretion to permit increase in the capital stock of railroad corporations, and to prescribe the terms upon which such increase should be made. *Held*, that the statute delegates legislative power and therefore is void. *State* v. *Great Northern Ry. Co.*, 100 Minn. 445. See NOTES, p. 205.

CONSTITUTIONAL LAW — SEPARATION OF POWERS — DELEGATION OF LEGISLATIVE POWER TO COMMITTEE OF POLITICAL PARTY. — A statute gave county central committees of the various political parties power to establish districts for the choice of delegates. *Held*, that the statute is unconstitutional. *Rouse* v. *Thompson*, 81 N. E. 1109 (Ill.).

It is assumed by the court and supported by authority that such a function

is ministerial and can therefore be delegated. *Kennedy* v. *Mayor of Pawtucket*, 24 R. I. 461; *Allison* v. *Corker*, 67 N. J. L. 596. The unconstitutional element found is that the recipients of the power are not public officers. But when authority to settle disputes as to who is the regular party nominee has been given to party officials, the delegation of power is constitutional, and the decision of the officials designated is final. *State* v. *Hauser*, 122 Wis. 534. And the appointment of state examining boards may also be delegated to voluntary associations. *Ex parte Gerino*, 143 Cal. 412. It seems impossible to reconcile the present case with these decisions. Furthermore, it is settled that when certain ministerial functions under primary laws have been entrusted to the officers of a political party, *mandamus* will issue to compel them to act. *State* v. *Jones*, 74 Oh. St. 418. Since the power of appointment can legally be delegated, and since the county central committees can be compelled to act, they are, in effect, constituted public officers by the very statute in question, and the reasoning of the court fails.

CONSTITUTIONAL LAW — SEPARATION OF POWERS — JUDICIAL RECOUNT AND RE-CANVASS OF BALLOTS. — The constitution of New York provides that "all laws regulating or affecting boards of officers charged with the duty of . . . counting votes at elections, shall secure equal representation of the political parties," and also that "the trial by jury in all cases in which it has been heretofore used shall remain inviolate forever." A statute provided that upon petition of any candidate for a certain office, the supreme court must proceed to a summary canvass of the vote at a certain election. A commissioner was to submit all disputed ballots to the court, which should pass upon each and, in conclusion, issue an order which should supersede the returns of the election officers. *Held*, that the statute either creates a board to recount the ballots, and therefore is unconstitutional because the board is not of the bi-partisan character required, or provides for a judicial determination of the title to an office, and is unconstitutional because of the failure to provide for a jury trial. *Metz* v. *Maddox*, 32 N. Y. L. J. 801 (N. Y. Ct. App. Nov. 19, 1907).

For a discussion of the power of the legislature to impose non-judicial duties upon the courts, suggested by the decision of this case in the lower court, see 21 HARV. L. REV. 138.

CONSTITUTIONAL LAW — TRIAL BY JURY — WAIVER IN CRIMINAL CASES. — In a prosecution for violation of the game laws, the defendant pleaded not guilty, waived a jury, and the case was tried by the court. A statute provided that issues of fact must be tried by a jury. *Held*, that judgment of conviction is void. *In re McQuown*, 91 Pac. 689 (Okl.). See NOTES, p. 212.

CONSTITUTIONAL LAW — WHO MAY SET UP UNCONSTITUTIONALITY — CORPORATION BARRED BY ACCEPTING STATUTE WITH CHARTER. — Massachusetts enacted a statute whereby all street railroads were required to transport children to and from public schools at half the regular fare. Later the appellant was incorporated in Massachusetts, its charter subjecting it to all the duties set forth in all general laws relating to street railway companies. The appellant was convicted for not carrying such children at half fare. *Held*, that it may not contest the constitutionality of the statute. *Interstate Consolidated St. Ry. Co.* v. *Massachusetts*, U. S. Sup. Ct., Nov. 4, 1907.

It is clearly settled that a state may fix the terms upon which it will allow the use of the corporate franchise. The court seeks to determine the terms agreed upon, because to these the corporation cannot later object. *Chicago, etc., Ry.* v. *Zernecke*, 183 U. S. 582. An express reference to statutes would seem sufficient to incorporate them as terms of the charter, and indeed some courts have considered all existing statutes to be so incorporated without reference. *Alabama, etc., Ry.* v. *Odeneal*, 73 Miss. 34; *cf. Park Bank* v. *Remsen*, 158 U. S. 337. But though it is granted that the corporation has accepted the obligations of all laws of a class, still it would seem that it could show that something on the statute-books was unconstitutional, and therefore not a law. Consequently the court must construe the terms to be that the corporation accepts everything